CONTRACT #1 RFS # 321.01-999-07

Department of General Services

VENDOR: Infor Global Solutions (formerly SSA Global Technologies, Inc.)

REQUEST: NON-COMPETITIVE AMENDMENT

RECEIVED

APR 2 7 2007

FISCAL REVIEW

APPROVED					
	_				
Commissioner of Fin	ance & A	Admini	strat	ion	
Date:					

EACH R	EQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS RE	QUIRED
10) . RFS:#	321.01-999-07	
(2) State Agency Name:	Department of General Services	
	EXISTING CONTRACT INFORMATON.	
3) Service Caption:	Fixed Asset System (POST) Maintenance	
4) Contractor:	Infor Global Solutions	
5); Contract#	FA-04-16183-00	
6) Contract Start Date:		June 22, 2004
7) - Current Contract End Da	te:IF: <u>all</u> :Options to Extend the Contract are Exercised:	June 21, 2007
B). (Current Total Maximum)	Cost IF all Options to Extend the Contract are Exercised.	\$250, 126.28
	PROPOSED AMENDMENT IN FORMATION TO A SECOND TO A SECON	
/9) √ <u>Proposed</u> Amendment #		3
10) Proposed Amendment E	ffective Date: pred it date is < 60 days after F&A receipt)	June 22, 2007
	Date IF all Options to Extend the Contract are Exercised.	June 21, 2009
12)) Proposed Total Maximu	m Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$438,415.64
13) Approval Criteria (selectione)	use of Non-Competitive Negotiation is in the best interes	t of the state
	only one uniquely qualified service provider able to prov	ide the service
14) Description of the Prop	osed Amendment Effects & Any Additional Service:	
This request is for a twenty-fo began on June 22, 2004 and	ur month extension of the current maintenance contract for the St	ate's fixed asset system (POST) which
15) Explanation of Need for	rthe Proposed Amendment:	
The Contractor provides softv	vare product technical upgrades and support services for POST.	This system is due to be replaced upon

the implementation of Project Edison. Project Edison is not scheduled for comp Therefore, additional time is needed to support and maintain our current in-hous assumed by Project Edison.	oletion until after the time the current contract expires. se computer software until the business function is
it6) Name & Address of Contractor's Current Principal Owner(s)	
Ron Potempa, Senior Corporate Counsel, Infor Global Solutions, 500 V	Vest Madison, Suite 2100, Chicago, IL 60661
1.7) Documentation of Office for Information Resources Endorsement: (required only lithe subject service involves information technology)	
select one: Documentation Not Applicable to this Request	Documentation Attached to this Request
18) Pocumentation of Department of Personnel Endorsement (required only if the subject service involves training to estate employees).	
Selectione: Documentation Not Applicable to this Request	Documentation Attached to this Request
19) Decumentation of State Architect Endorsement:	(clated services)
select one. Documentation Not Applicable to this Request	Documentation Attached to this Request
20) Description of Procuring Agency Efforts to Identify Reasonable; Con	
The Contractor has provided documentation stating that they are the only authorized that an extension of the current contract is in the best interest of the State rathorized state property. The State plans to contract for a continuation of services using contained in the current contract. The contract will be cancelled, with appropri	the same annual increases (5%) in compensation as
21) Justification for the Proposed Non-Competitive Amendment:	
The current vendor is the only authorized provider of the Walker Interactive S the opinion that under the current circumstances it would be prudent of the St implementation of Project Edison, continuation of this contract will not be requ	Atc to porturing come and are
REQUESTING: AGENCY HEAD SIGNATURE & DATE: (must be signed & dated by the ACTUAL procuring agency head as detailed by an authorized signatory will be accepted only in documented expensions.)	on the Signature Certification on file with OCR—signature mstances)
Dwendolyn Seins Poris pe	4/20/07
Agency Head Signature	Date 1. A Section of the section of

PAGE 01/07 PAGE 01/05

082000



FAX TRANSMITTAL

RECEIVED

2007 MAY_-9 PM 2: 00 to Request OIR Procurement Endorsement

TO:

Jane Chittenden, Director

OIR Procurement & Contract Management

FAX # 741-6164

FROM:

Terry Hill, Service Contracts Coordinator,

FAX # 741-0684

Department of General Services

DATE:

April 25, 2007

RFS #

321.01-999-07

RE :

Procurement Endorsement — Fixed Asset System (POST)

Maintenance

NUMBER OF FAX PAGES (Including gover): 1

The nature and acope of service detailed in the attached service procurement document(s) appears to require Office for Information Resources (OIR) review and support, because the procurement involves information technology or information systems services.

This communication seeks to ensure that OIR is aware of the procurement and has an opportunity to review the matter. Please determine whether OIR is supportive of the procurement. If you have any questions or concerns about this matter, please call Terry Hill at 253-3730.

Please Indicate below your response to this proposed procurement, and return this communication at your earliest convenience (note the return FAX number above).

Thank you for your help.

Attachment(s)

OIR Endorsement:

OIR Chief Information Officer



STATE OF TENNESSEE

DEPARTMENT OF GENERAL SERVICES

GWENDOLYN SIMS DAVIS COMMISSIONER PHIL BREDESEN GOVERNOR

MEMORANDUM OF EXPLANATION

April 26, 2007

The Honorable Dave Goetz, Commissioner Department of Finance and Administration 1st Floor, State Capitol Building Nashville, TN 37243-0285

Dear Commissioner Goetz,

In accordance with OCR policy this correspondence is provided to address the lateness of a non-competitive amendment request for a sole source contract which expires on June 21, 2007. The request failed to meet the due date of April 21, 2007, i.e., sixty (60) days before the effective date of the proposed amendment.

This non-competitive amendment request is for amendment three to the contract with SSA Global Technologies for the maintenance of the State's fixed asset system (POST). The current vendor is the only authorized provider of the Walker Interactive Software System and source code. The Office of Shared Technology Services (OSTS) endorses this procurement and currently monitors this contract for the agency. With the implementation of Project Edison, continuation of this contract will not be required.

The department's initial e-mail communication with the vendor began on February 6, 2007 regarding our intent to extend the contract for two additional years at the current 5% rate of increase. After several more electronic messages and phone calls we eventually received formal notification this month from the company regarding the two year extension with a 5% rate increase per year, a point of contact, and the official signatory for the amendment. During the course of our communications we were also advised that the vendor had undergone a name change and the point of contact would be different. SSA Global Technologies has become Infor Global Solutions and their new point of contact has stated that they would agree to extend the contract an additional two years at the proposed rate increase.

Therefore, this memorandum of explanation is presented for your consideration in approving this non-competitive amendment request.

Memorandum of Explanation Page 2, Cont'd

Dwendolyn Sims Davis
Commissioner

cc: Thomas W. Chester, Deputy Commissioner Mike Perry, Assistant Commissioner John Bissell, Interim Director – Purchasing Division Terry Hill, RFP Coordinator

AMENDMENT THREE TO CONTRACT FA-04-16183-00

This CONTRACT, by and between the State of Tennessee, DEPARTMENT OF GENERAL SERVICES, hereinafter referred to as the State, and INFOR GLOBAL SOLUTIONS, hereinafter referred to as the CONTRACTOR, is hereby amended as follows:

- Delete Section B.1. in its entirety and insert the following in its place:
 - B.1. Contract Term. This Contract shall be effective for the period commencing on June 22, 2004 and ending on June 21, 2009. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.
- Add the following as Section B.2. and renumber any subsequent sections as necessary:
 - B.2. <u>Term Extension</u>. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total Contract term of no more than five (5) years, provided that such an extension of the Contract term is effected prior to the current, contract expiration date by means of an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract, and shall be based upon rates provided for in the original Contract.
- Delete Section C.1. in its entirety and insert the following in its place:
 - C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed FOUR HUNDRED THIRTY-EIGHT THOUSAND, FOUR HUNDRED FIFTEEN DOLLARS AND SIXTY-FOUR CENTS (\$438,415.64). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- Delete Section C.3. in its entirety and insert the following in its place:
 - C.3. <u>Payment Methodology</u>. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A. The Contractor shall be compensated based upon the following Service Rates:

Service	Amount
End of 1 st Quarter of Support	\$19,835.55
End of 2 nd Quarter of Support	\$19,835.55
End of 3 rd Quarter of Support	\$19,835.55
End of 4 th Quarter of Support	\$19,835.55
End of 5 th Quarter of Support not exceed	\$20,827.33
End of 6 th Quarter of Support not exceed	\$20,827.33
End of 7 th Quarter of Support not exceed	\$20,827.33
End of 8 th Quarter of Support not exceed	\$20,827.33
End of 9 th Quarter of Support not exceed	\$21,868.69
End of 10 th Quarter of Support not exceed	\$21,868.69
End of 11 th Quarter of Support not exceed	\$21,868.69
End of 12 th Quarter of Support not exceed	\$21,868.69
End of 13 th Quarter of Support not exceed	\$22,962.12
End of 14 th Quarter of Support not exceed	\$22,962.12
End of 15 th Quarter of Support not exceed	\$22,962.12
End of 1.6 th Quarter of Support not exceed	\$22,962.12
End of 17 th Quarter of Support not exceed	\$24,110.22
End of 18 th Quarter of Support not exceed	\$24,110.22
End of 19 th Quarter of Support not exceed	\$24,110.22
End of 20 th Quarter of Support not exceed	\$24,110.22

The Contractor shall submit monthly invoices, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the

appropriate facsimile number or address as set forth below <u>or</u> to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

Deborah C. Knox, Manager
Office of Shared Technology Services
Department of Finance and Administration
20th Floor, W.R. Snodgrass Tennessee Tower
312 8TH Avenue North
Nashville, TN 37243
debbie.c.knox@state.tn.us
Telephone # (615)741-4099
FAX # (615)741-1789

The Contractor:

Candyce Emory, Senior Support Account Manager Infor Global Solutions 475 Concar Drive San Mateo, CA 94403 candyce.emory@infor.com Telephone # (650)356-3885 FAX # (650)356-3810

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

The other terms and conditions of this CONTRACT not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF: INFOR GLOBAL SOLUTIONS: RON POTEMPA, SENIOR CORPORATE COUNSEL PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY DEPARTMENT OF GENERAL SERVICES: GWENDOLYN SIMS DAVIS, COMMISSIONER APPROVED: DEPARTMENT OF FINANCE AND ADMINISTRATION: M. D. GOETZ, JR., COMMISSIONER DATE COMPTROLLER OF THE TREASURY: JOHN G. MORGAN, COMPTROLLER OF THE TREASURY DATE							
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Important: new payment procedures for our SSA Global customers.

Dear Valued Customer:

On behalf of the Infor Finance Department, I'd like to welcome you to our customer community. In recent months, we have communicated with your company to let you know that your former software provider, SSA Global, is now part of Infor.

Your next invoice will bear the Infor name and logo.

Please look for the **Infor name and logo** instead of the SSA Global name and logo when you receive your next invoice from us.

IMPORTANT: New "remit to" address

To ensure the continued level of support that you have come to expect, please update your records to reflect our **new** *remit to* **address**:

Infor Global Solutions P.O. Box 933751 Atlanta, GA 31193-3751

It is essential that you include this address on all future invoices. Detailed remittance instructions, including overnight and wire transfer information, are enclosed.

If you have any questions about these new remittance procedures, please feel free to contact me.

Sincerely.

Melissa Troxell Cash Manager

678.319.8119

Melissa.troxell@Infor.com

(Rev. November 2005) Department of the Treasury

Request for Taxpayer **Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

******	V-1/	
	Name (as shown on your income tax return)	
9080		CHNOLOGIES, INC.)
ā	Business name, if different from above	
C C		
Print or type	Check appropriate box: Individual/ Sole proprietor X Corporation Partnership Other	er Exempt from backup withholding
D.F	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
돈	13560 Morris Road, Suite 4100	
	City, state, and ZIP code	
ě	Alpharetta, GA 30004	
9	List account number(s) here (optional)	
		· · · · · · · · · · · · · · · · · · ·
Pa	Taxpayer Identification Number (TIN)	
	ter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid	Social security number
	ckup withholding. For individuals, this is your social security number (SSN). However, for a resident on, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is	
	remployer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3	or
Not to e	e: If the account is in more than one name, see the chart on page 4 for guidelines on whose numbe inter.	Employer identification number 84-1542338
Pa	rt II Certification	
Unc	der penalties of perjury, I certify that:	
1.	The number shown on this form is my correct taxpayer identification number (or I am waiting for	
2.	I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all notified me that I am no longer subject to backup withholding, and	I have not been notified by the Internal nterest or dividends, or (c) the IRS has
3.	I am a U.S. person (including a U.S. resident alien).	
Cer with	tification instructions. You must cross out item 2 above if you have been notified by the IRS that y sholding because you have failed to report all interest and dividends on your tax return. For real es	ate transactions, item 2 does not apply.
агга	mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, cor ingement (IRA), and generally, payments other than interest and dividends, you are not required to vide your correct TIN. (See the instructions on page 4.)	sign the Certification, but you must
Sig		Date ▶ 3 5 07
Pu	rpose of Form • An individual w	no is a citizen or resident of the United

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

- U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:
- 1. Certify that the TIN you are giving is correct (or you are walting for a number to be issued).
- 2. Certify that you are not subject to backup withholding,
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you

- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

The U.S. owner of a disregarded entity and not the entity,

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June 22, 2004 June 21, 2007 Vendor									
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GENERAL ASSEMBLY OF THE STATE OF TENNESSEE FISCAL REVIEW COMMITTEE

320 Sixth Avenue, North – 8th Floor NASHVILLE, TENNESSEE 37243-0057 615-741-2564

Rep. Charles Curtiss, Chairman

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Harry Brooks

Mary Pruitt Donna Rowland David Shepard

Dennis Ferguson

Curry Todd

Frank Niceley

Craig Fitzhugh, ex officio Speaker Jimmy Naifeh, ex officio

Sen. Don McLeary, Vice-Chairman

Senators

Mae Beavers

David Fowler Steve Southerland

Jim Bryson Steve Cohen

Douglas Henry, ex officio

Lt. Governor John S. Wilder, ex officio

MEMORANDUM

ΤО:

The Honorable Dave Goetz, Commissioner

Department of Finance and Administration

FROM:

Charles Curtiss, Chairman

Don McLeary, Vice-Chairman

DATE:

April 3, 2006

SUBJECT:

Contract Comments

(Contract Services Subcommittee Meeting 4/3/06)

RFS# 321.01-999

Department: General Services

Contractor: SSA Global Technologies, Inc.

Summary: This vendor is responsible for providing technical upgrades, maintenance and support services for the Fixed Asset System (POST). This system provides an on-going inventory of all equipment the State owns. It contains over 160,000 active items for which the system maintains capitalized value and depreciation information. This amendment extends the current contract for one additional year through June 21, 2007.

Maximum liability: \$250,216

Maximum liability with amendment: \$250,216

After review, the Fiscal Review Committee voted to recommend approval of the contract amendment.

cc:

The Honorable Gwendolyn Sims Davis, Commissioner

Mr. Robert Barlow, Director, Office of Contracts Review

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DIRECTOR OF ACCOUNTS

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